

2/11/80
 Your
 Seattle
 City Light

Memorandum



DATE : February 11, 1980

TO : Tomi Terao, City Purchasing Agent, Attn: Dale Polley

FROM : Robert H. Murray, Superintendent of City Light P. Recchi for...

SUBJECT: Requisition #55412, PCBs Disposal Bid from Chem-Nuclear Systems, Incorporated.

As requested, we have reviewed copies of the bid submitted by Chem-Nuclear Systems, Inc. The following is our response to their cover letter and submittal dated December 27, 1979.

- I. If Chem-Nuclear is not already prequalified as they assume, we request that appropriate affirmative action forms be sent to them.
- II. Disposal License - The required information to comply with the State of Oregon Disposal License can be easily supplied should Chem-Nuclear be awarded a disposal contract.
- III. Manifest - We are prepared to complete a manifest for each load.
- IV. Insurance - The letter from Johnson and Higgins, Insurance Brokers dated July 23, 1979, submitted as a showing of their insurance coverage is not, in our opinion, responsive to our specification. We request that the issue of insurance protection be discussed further with this firm in view of their apparent reluctance to provide Environmental Impairment Liability Insurance.
- V. Leaking Containers and Equipment - No leaking containers will be used for transportation or disposal. All items of leaking equipment will be placed in non-leaking steel drums with absorbant prior to release for disposal.
- VI. Loading - All items will be properly marked and City Light crews and equipment will load the transportation vehicle to the satisfaction of the driver as stated in our original specification.
- VII. Pricing - We request that an attempt be made to negotiate a two year contract to provide:
 1. Firm disposal prices.
 2. Firm transportation prices with the option to provide our own transportation or use a common carrier.

Tomi Terao
Attn: Dale Polley
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Please proceed to obtain the best possible PCBs disposal arrangement under the circumstances. If you require further information, please contact Del Young (3194).

AAM:dym

Attachments: Chem-Nuclear letter 12/27/79
Johnson-Higgins letter 7/23/79

cc: Murray
Recchi
Henault/Riley
T. Flaherty
Mandapat/D. Young
Kennedy
Central File
File

External cc: D. Polley
L. Metzger

CTY0069658

SEA316071



CHEM-NUCLEAR SYSTEMS INC.

P.O. Box 1866 • Bellevue, Washington 98009 • (206) 827-0711

December 27, 1979

City of Seattle
Lighting Department
301 Seattle Municipal Building
Seattle, Washington 98104

Gentlemen:

Chem-Nuclear Systems, Inc. (CNSI) has read the attached bid and understands the terms and conditions. There are a few points that must be clarified before the bid is quoted.

I. Prequalification for Affirmative Action Ordinance

No prequalification forms were attached in the Invitation for Bid; considering the past business between CNSI and The City of Seattle, it is assumed CNSI is prequalified.

II. Disposal License

CNSI must comply with its Disposal License from the State of Oregon (enclosed). All material must be approved for disposal prior to pick up. To obtain disposal and/or storage permission, CNSI must obtain from The City of Seattle the information outlined in Condition B12 (of the enclosed license) for all materials (see the attached letter). CNSI will not be held accountable nor liable for any material it is unable to obtain permission to dispose and/or store.

III. Manifest

City of Seattle must complete a Manifest for each load. This is the required certification that the materials will be delivered to an EPA approved disposal site.

IV. Insurance

CNSI has enclosed a copy of its current insurance policies; City of Seattle can be named as additionally insured. CNSI will take out the Environmental Impairment Liability Insurance when it is required by the EPA.

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SEA316072

City of Seattle
December 27, 1979
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V. Leaking Containers and Equipment

Leaking containers will not be accepted by CNSI. Leaking equipment must be either sealed to stop the leak or placed in non-leaking containers.

VI. Loading

City of Seattle will load the transportation vehicle to the satisfaction of the truck driver. All containers and equipment will be properly labeled, marked and identified according to EPA and U.S. D.O.T. rules as well as Washington and Oregon state rules for shipping and disposal (see the attached letter).

VII. Pricing

Due to the tendency for the rules governing PCBs to change rapidly, CNSI will not submit fixed prices for transportation and disposal. Rather, the cost of disposal will be that of our currently published rates. Transportation fees will be cost to CNSI (including all surcharges) plus 30%.

CNSI does not own transportation equipment at this point but may get into this business in 1980. The transportation cost will be the published rates established by CNSI.

If there are any questions, please contact me.

Sincerely,

CHEM-NUCLEAR SYSTEMS, INC.


Stephen T. Karich
Chemical Engineer

STK/js

Enc.

CTY0069660

SEA316073

New York
Albany
Birmingham
Boston
Charlotte
Chicago
Cleveland
Dallas
Denver
Detroit
Hartford
Honolulu
Houston
Los Angeles
Miami
Minneapolis
New Orleans
Philadelphia
Phoenix
Pittsburgh
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OF WASHINGTON, INC.

Business Established New York 1845

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Tehran

CABLE ADDRESS "KERODEN"

THE FINANCIAL CENTER
1215 FOURTH AVE., SEATTLE, WA. 98161
TEL. (206) 292-1900

July 23, 1979

To Whom It May Concern:

ATCOR Washington, Inc.
Chem-Nuclear Systems, Inc.

The following are the current insurance policies in force for Chem-Nuclear Systems, Inc. ; handled by Johnson and Higgins of Washington:

- Comprehensive General Liability in the Aetna Casualty and Surety Company, Policy #81 GL59725CCA, expiring July 1, 1980. The Limits of Liability are \$500,000 Bodily Injury each occurrence and aggregate and \$500,000 Property Damage each occurrence and aggregate. Coverage includes Products and Completed Operations and excludes Automobile, Nuclear Energy, and Professional.
- Automobile Liability in the Aetna Casualty and Surety Company, Policy #81 TS11352CCA, expiring July 1, 1980. The Limit of Liability is \$1,000,000 Combined Single Limit per accident.
- Umbrella Liability in the Granite State Insurance Company, Policy #6379-6412, expiring July 1, 1980. The Limit of Liability is \$3,000,000 excess of Primary.
- Excess Umbrella Liability - Second Layer in Highlands Insurance Company, Policy #HU 07-05-87, expiring July 1, 1980. The Limit of Liability is \$7,000,000 excess of \$3,000,000 excess of Primary.
- Nuclear Energy Liability underwritten by the Nuclear Energy Liability Property Insurance Association, also known as A.N.I. as follows:

Policy #NF 184, continuous until cancelled, provides \$1,000,000 Single Limit Liability at the Arlington, Oregon Pollution Control Center.

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Policy #NF 181, continuous until cancelled, provides \$10,000,000 Single Limit Liability at the Barnwell, South Carolina Pollution Control Center.

Policy #NS 266, continuous until cancelled, provides \$10,000,000 Single Limit Liability for the transportation of nuclear material.

Workers' Compensation as follows:

All States not listed below, Fireman's Fund Policy #WC 249-64-10, expiring June 25, 1980.

Arkansas through St. Paul Insurance Company, renewal of Policy #703JB 01 17, expiring October 20, 1979. *Expired*

Idaho through State of Idaho Insurance Fund, Policy #44 06 60, expiring January 1, 1980. *Expired*

Massachusetts through Fireman's Fund, Policy #WC 242-19-23, expiring April 22, 1980.

Minnesota through Travelers Insurance Company, Policy #6UB 735 A 995-1-78, expiring June 4, 1980.

New York through The State Insurance Fund, Policy #S 506 364-9, expiring October 19, 1979. *Expired*

Oregon through Oregon State Accident Insurance Fund, Policy #45 78 11, continuous until cancelled.

Pennsylvania through The State Insurance Fund, Policy #2614812, expiring November 4, 1979. *Expired*

Washington through Washington State Compensation Fund.

The Workers' Compensation Limits are statutory in accordance with laws of the State in which the coverage is in force. The Fireman's Fund policy has been endorsed to provide Broad Form All States coverage.

Bailees Liability underwritten through Holland-American, Policy #MS 010114, expiring June 8, 1980. Limit of Liability \$200,000 with a \$1,000 deductible covering property damage of customers goods during removal and transit at the insured's plant and during installation.

Very truly yours,

E. F. Fogard
E. F. Fogard
Vice-President

EFF/saw